

Conditions of Use

PubliCar

1. General

These conditions of use apply to the use of PubliCar. PubliCar is a brand of PostBus and a public transport service. By using PubliCar, the Conditions of use are deemed to have been accepted. In principle, the fares of public transport apply.

2. Service and timetable

PubliCar is a ride-sharing-based transport service, as part of which users are conveyed from address to address and/or stop to stop in accordance with their reservation. Vehicles are allocated automatically using an algorithm based on availability and demand. Pick-up and arrival times booked bindingly may therefore vary up until shortly before and during the journey. If the user arrives late at the confirmed pick-up point, the driver will wait at the confirmed pick-up point for a maximum of one minute.

3. Obligations of the user

Passengers must register as users to use PubliCar. Registration must take place via one of the official reservation channels before making the first journey. Journeys using the PubliCar service must be reserved prior to the start of the journey. Placing the reservation gives rise to the obligation to pay for the journey in question. Users must arrive at the defined pick-up point in good time and, if necessary, make themselves noticeable using clear hand signals. Users are advised to plan in sufficient travel time for changing modes of transport and adjoining journeys, in particular with respect to dynamic departure and arrival times. If a journey cannot be made, it must be cancelled immediately via one of the official reservation channels. In this case, PostBus reserves the right to charge a processing fee.

4. Limited number of spaces

The number of spaces in the vehicles is limited. The number of passengers must be specified when the booking is made. Non-registered passengers have no entitlement to use the transport. If the number of passengers travelling at the same time exceeds the capacity of the vehicle, multiple bookings must be made. In such instances, there is no entitlement to be transported at the same time or in the same vehicle. Depending on the availability of vehicles, it cannot be ruled out that the same vehicle may have to make multiple trips when transporting several people.

5. Tickets

The fares and tickets of public transport apply. Location-dependent surcharges may be levied. The purchasing of tickets in the vehicle and the payment methods accepted may be limited. Users are asked to inform themselves in advance regarding in-vehicle ticket sales and accepted payment methods by visiting postauto.ch.

6. Wheelchair transport

Passengers in wheelchairs are asked to state this circumstance expressly when making the reservation.

7. Data protection

7.1. General

When collecting and processing personal data, we comply with the current legislation, especially regarding data protection law. We safeguard user data with suitable technical and organizational measures and treat it confidentially. We collect, process and store personal data only to the extent necessary to provide these services, for the security of operations and infrastructure, for invoicing and to manage and maintain customer relationships so as to ensure a high quality of service.

7.2. Storage of user data

We collect user data in our customer register.

7.3. Market research, customer advice and marketing

With regard to the provision of a competitive market service, the customer agrees that his or her personal data may be collected and processed for market research (e.g. customer satisfaction surveys) and consulting purposes. The customer agrees that we may collect and process personal data for our own advertising purposes. The customer specifies which data may be used and has the right to prohibit the use of data by us at any time without specifying reasons, provided that its usage is not required to render the services. As regards asserting the right to object, see Rights of individuals affected (below). Personal data may be disclosed to third parties who do not act as a data processor for previously mentioned processing purposes to the extent that it is legally permissible or with the prior consent of the user.

7.4. Rights of the data subjects

The customer has the right to request information on the processing of his or her personal data or, under certain circumstances, to request its correction, deletion or destruction. He/she may forbid the processing of his/her data, provided it is not necessary to render the services he/she has requested. If the customer has expressly consented to further data processing, he/she may revoke this at any time. The legality of the data processing for the entire duration of the valid consent is not affected by this. If neither the correctness nor the incorrectness of the data can be determined, the customer may request a note of objection to be added. All legal provisions which oblige or entitle PostBus to process or disclose data remain reserved. If the deletion of the data is not possible, the data will be blocked instead of deleted. To assert his/her rights as a data subject, the customer must contact the following address in writing and provide a copy of his/her passport or ID card: PostBus Ltd, Engenthaldestrasse 39, 3030 Bern, Switzerland info@postbus.ch. As e-mails are not encrypted, they are exposed to the typical security risks for this means of communication.

7.5. Involvement of third parties (processors)

The customer acknowledges that Swiss Post may involve third

parties to render services and supply the necessary data to the third parties involved. The processor is subject to the same obligations as regards guaranteeing data protection as PostBus itself and may – subject to differing legal provision – not process the data for its own purposes and only on behalf and on the instruction of PostBus. PostBus undertakes to select, instruct and monitor such service providers in a prudent manner. Third parties may be domiciled abroad.

8. Amendments to the GTC

PostBus reserves the right to amend the GTC at any time. Users will be notified of the amendments in a suitable manner, and the date when they come into force will be indicated. If the amended GTC are not accepted, PostBus must reserve the right to exclude the affected users from the service.

9. Place of jurisdiction and applicable

law For disputes arising from consumer agreements, the competent court for actions brought by the user is the court at the place of residence or registered office of one of the parties; for actions brought by PostBus Ltd, the competent court is the court at the residence of the defendant. Consumer agreements are agreements concerning commonly used services that are intended for use by the consumer for personal or family purposes and which are offered by the other party in the course of their professional or commercial activities. (Art. 32.2 of the Swiss Civil Procedure Code (ZPO)). In all other cases, the place of jurisdiction is Bern. Subject to mandatory legal provisions, substantive Swiss law to the exclusion of conflict of law provisions shall apply.

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